

TFC Contract No. 18-107-000  
Campos Engineering, Inc,  
Assignment No. 1  
Project Nos.: 14-037-0405 & 14-038-0405

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
CAMPOS ENGINEERING, INC.**

**TFC CONTRACT NO. 18-107-000**

**ASSIGNMENT NO. 1**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 1** (hereinafter referred to as "Assignment No. 1" or "Assignment") is entered into by and between the Texas Facilities Commission, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as "TFC") and Campos Engineering, Inc. located at 1331 River Bend Drive, Dallas, Texas 75247 (hereinafter referred to as "PSP") (TFC and PSP are hereinafter referred to individually as a "Party" or collectively as "Parties"), to be effective on the Effective Date (as defined below) and the terms and conditions of which are as follows.

**DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as providing testing, adjusting, balancing and commissioning services for the DPS Deferred Maintenance Projects in Amarillo, Texas and Childress, Texas (hereinafter referred to as the "Project"), as further depicted in "Exhibit A-1," PSP's IDIQ Assignment No. 1 Proposal dated July 30, 2018, attached hereto and incorporated herein for all purposes and consisting of ten (10) pages.

**DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 1 shall be completed no later than August 31, 2019, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 1.

**SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 1.

**SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 1 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

**FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 1 shall not exceed the sum of Forty-Four Thousand Seven Hundred Twenty-Three and 90/100 (\$44,723.90). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through the last day of the

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previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**IDENTIFICATION OF PSP PROJECT MANAGER AND ALL SUBCONTRACTOR:** For this Assignment No. 1, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as "Exhibit B-1."

TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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**ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

**TEXAS FACILITIES COMMISSION****CAMPOS ENGINEERING, INC.**

By:  JOHN RAFF  
C29F1F24A756477...

John S. Raff

Interim Executive Director

Date of execution: 08/13/2018 | 2:54 PM CDT G.C. Dir. D.E.D.

By:  TONY CASAGRANDE  
B917AD89F2F3448...

Tony Casagrande

President

Date of execution: 08/13/2018 | 2:30 PM CDT

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## **EXHIBIT A-1**

### **PSP'S IDIQ ASSIGNMENT NO. 1 PROPOSAL DATED July 30, 2018**



**CAMPOS**  
**ENGINEERING, Inc.**  
Consulting Engineers

## **TAB Proposal**

July 30, 2018

Attn: Daniel Yen

Re: HVAC Testing, Adjusting, and Balancing (TAB) and Mechanical Commissioning (Cx)  
Proposal  
TFC - DPS 14-15 DM Amarillo and Childress

**Campos Proposal #IED – S17-1379.01Rv6**

Mr. Yen,

Campos respectfully submits this proposal to provide Testing, Adjusting and Balancing (TAB) and Commissioning (Cx) Services for TFC - DPS 14-15 DM Amarillo project located in Amarillo, Texas and TFC - DPS 14-15 DM Childress project located in Childress, Texas.

### **THE SCOPE OF WORK shall be defined as follows:**

Test, adjust, and balance and commissioning of the new HVAC related equipment associated with the construction documents dated 2/16/17, TFC Contract No. 18-107-000 and as described in the basic services, clarifications, and exclusions below.

### **EQUIPMENT INCLUDED IN THE SCOPE OF WORK**

#### **DPS Amarillo**

- **18 New Roof-Top Air Handling Units**
  - Unit test
  - Associated supply and return grilles
- **1 New Computer Room Air Conditioning Unit**
  - Unit test
  - Associated supply and return grilles
- **4 New Exhaust Fans**
  - Fan test
  - Associated exhaust grilles

#### **DPS Childress**

- **5 New Roof-Top Air Handling Units**
  - Unit test
  - Associated supply and return grilles
- **2 Split System Air Conditioning Units**
  - Unit test
  - Associated supply and return grilles
- **3 Ductless Split System Air Conditioning Units**
  - Unit test
  - **2 Gas Fired Unit Heaters**



**TAB Proposal**

**BASIC SERVICES:** Campos shall provide the basic services listed below to generally meet the intent of the project's TAB specification.

**Testing, Adjusting and Balancing**

1. Campos shall evaluate the contract drawings and specifications relating to testing and balancing services for arrangement and adequate provisions of devices for HVAC testing, adjusting, and balancing.
2. Campos shall evaluate the HVAC manufacturer's submittal data, HVAC automatic temperature control sequences and the shop drawings for balance-ability and conformity to the project specifications.
3. Campos shall prepare the plans for testing and balancing field procedures by numbering each air outlet, air grille, and air terminal unit. Whenever possible, Campos shall use the numbering system indicated on the mechanical plans. Plans shall be reduced to 11" x 17" format for insertion in the final test and balance report and for clarification of punch items identified in each project status report.
4. Upon written notification of completed system and equipment start-up, Campos shall test, adjust, and balance the heating, ventilating, and air conditioning systems in accordance with NEBB Procedural Standards for Testing, Adjusting, and Balancing of Environmental Systems.
5. If the HVAC systems reported as ready are found not to be ready, the deficiency shall be documented in the form of a corrective action report (CAR) and reported to the responsible contractor and the project manager.
6. Campos shall report deficiencies in the operation of the HVAC system controls if observed during the HVAC testing, adjusting, and balancing.
7. The responsible contractor shall be given the opportunity to correct the deficiencies listed in the CAR and notify Campos in writing when all deficiencies in the CAR are ready for recheck. Campos shall retest each piece of equipment listed as corrected one time. If the deficient item remains, Campos shall report the deficiency in our final test and balance report.
8. Upon completion of the field testing, adjusting, and balancing, Campos shall submit a certified, bound, typewritten report. The final report shall be signed and sealed by the NEBB certified professional for approval by the Owner and consulting MEP Engineer. The report shall include an executive summary, test report data, instrument calibration report, and reduced copies of the mechanical construction drawings of the HVAC layout.
9. Campos shall provide one (1) opposite season site visit to perform delayed testing due to seasonal ambient conditions. Campos shall submit an opposite season visit report including an executive summary of equipment tested during the opposite season site visit, the associated test data sheets and a current instrument calibration sheet.

**TAB Proposal****COMMISSIONING**

10. Campos, as the Commissioning Consultant (Cx), will lead, review, and oversee the completion of the commissioning process of the mechanical equipment. Campos shall report commissioning results, findings, and recommendations.
11. Campos shall conduct a preliminary consultation meeting to confirm the commissioning procedures and to develop an understanding of the project requirements in conjunction with the project team.
12. Campos shall review drawings and specifications in the contract documents phase for conflicts between systems, ability to be tested, commissioned, and maintained and provide a summary review report.
13. Campos shall develop project specific system construction checklists / system readiness checklists (SCC/SRC) and performance verification tests / functional performance tests (PVT/FPT) for the systems to be commissioned.
14. Campos shall provide the pre-functional and functional testing plan requirements for incorporation into the contract documents.
15. Campos shall provide a commissioning plan including the commissioning specification, preliminary construction phase commissioning plan, and comments from the evaluations of the design documents. The commissioning plan shall include the following:
  - a) Commissioning Plan Summary
  - b) Commissioning Procedures
  - c) Commissioning Definitions
  - d) Commissioning Schedule
  - e) Commissioning Roles and Responsibilities
  - f) System Construction Checklists (SCCs)/System Readiness Checklists (SRCs)
  - g) Performance Verification Testing (PVT)/Functional Performance Tests (FPTs)
  - h) Contractor Test Reports
  - i) Corrective Action Reports (CARs)
  - j) Issue Report Log (CAR)
  - k) Commissioning Requests for Information (RFIs) Reports
  - l) Appendix
16. Campos shall edit and revise the commissioning plan to accommodate changes observed during our evaluation of the approved submittals.
17. Campos shall attend commissioning meetings throughout the project to coordinate the commissioning process. The commissioning meetings shall include the following:
  - a) Commissioning Kick-off Meeting
  - b) Monthly Commissioning Coordination Meetings
  - c) PFC / FPT Document Review Meeting



**TAB Proposal**

- d) Training Verification Meeting
  - e) Issues Outstanding Meeting
  - f) Cx Closeout Meeting
18. Campos shall complete system readiness examinations prior to functional performance testing. The purpose of the examinations shall be to report and document project readiness for commissioning.
  19. After each examination, Campos shall submit a corrective action report (CAR) listing observable discrepancies that are not in accordance with plans, specifications, or generally acceptable industry practices.
  20. Upon written notification of completed system automation, Campos shall commission the functional performance of the associated building systems in accordance with NEBB Procedural Standards for Building Systems Commissioning.
  21. Campos shall report deficiencies in the operation of the automated control systems when observed during the functional performance commissioning process. If the systems reported as ready are found to be deficient, the deficiency shall be documented in the CAR and reported to the responsible contractor and the owner's representative.
  22. The responsible contractor shall be given the opportunity to correct the deficiency within a 1-day period. Campos shall report the deficiency in writing to the project manager in our weekly status report.
  23. Upon written notification that the reported deficiencies have been corrected, Campos shall re-commission each piece of equipment or system listed one time.
  24. If items previously reported to Campos as being corrected are found to be uncorrected, Campos shall continue to list the deficiency in the corrective action report and will include the deficiency in the executive summary of the final commissioning report.
  25. Campos shall provide additional clarification of punch list items when requested. Reduced drawings shall be provided with each CAR summary and in the final report.
  26. Upon completion of construction phase commissioning procedures, Campos shall complete and submit a building system commissioning report signed and sealed by a NEBB certified building system commissioner for the owner's use and approval.
  27. Campos shall provide an opposite season site visit to perform delayed system commissioning, to review building operation with the operations and maintenance staff and occupants and to observe outstanding commissioning deficiencies listed in the commissioning report

**EXCLUSIONS and CLARIFICATIONS**

1. All HVAC systems in the scope of work shall be installed per the construction documents and made fully functional by others prior to Campos beginning TAB onsite.



**TAB Proposal**

2. Clean filters shall be required for all air moving systems prior to testing and clean strainers will be required for all hydronic systems prior to testing.
3. Campos has no contractual relationship or authority to direct others in regards to scheduling and is totally dependent on the design and construction teams to have the work ready for TAB.
4. Campos scheduled start dates and resulting finish dates are dependent on all other trades completing their work as indicated in the project schedule. Once the work is complete, Campos shall bear the responsibility of meeting the time allocated for the Test and Balance work effort.
5. Campos shall staff the project as necessary to meet the agreed upon construction work dates. However, Campos has no responsibility to meet the project scheduled work dates when the contractors exceed their deadlines for installation and start-up.
6. Testing of domestic water systems, domestic water pumps, sewer piping systems, natural gas piping systems, roof drain systems, and modified fire protection / sprinkler systems are not included in the scope of work for HVAC testing, adjusting, and balancing. These systems are typically not part of the testing and balancing work and are excluded.
7. Refrigerant pressure and temperature data are excluded as it is not required for NEBB or AABC procedural standards for HVAC testing, adjusting, and balancing. Refrigerant system capacities will be verified by measuring the temperature splits across condensers and evaporators.
8. Testing and balancing is limited only to the areas indicated on the construction documents dated 2/16/17.
9. Campos is not responsible for replacing motor sheaves, fan sheaves or belts if changes are required to the HVAC equipment to achieve the design airflow quantities indicated on the provided construction documents. Campos shall provide a recommendation to the installing contractor if new motor or fan sheaves are required.
10. Commissioning of building system equipment not listed in the scope of services shall be considered an additional service.
11. Rechecks of deficiencies due to persistent failure will be considered an additional service. Campos has provided for one recheck of each observed deficiency in the basic services of this proposal.
12. Campos will require access to the control programming for the purpose of performing functional testing
13. Delays in the TAB or Cx work due to others shall be documented in a TAB or Cx delay report. TAB or Cx delay reports shall be submitted weekly attached to the CAR. Campos



**CAMPOS**  
**ENGINEERING, Inc.**  
Consulting Engineers

## **TAB Proposal**

shall request additional fees in the event costs due to TAB or Cx delays or deficiencies that exceed 5% of the total fee indicated below in the fee section of this proposal.

14. The pricing provided is for normal working hours Monday – Friday, 8:00 a.m. – 5:00 p.m. If there are delays due to other trades that require extended hours, weekend work, or more than one 2-man crew to complete the TAB activities within the construction schedule, Campos will require a change order to accommodate the additional costs

### **FEES**

#### **Testing, Adjusting, and Balancing (TAB):**

1.	TAB Services Amarillo	\$	17,198.10
2.	TAB Services Childress	\$	8,847.75
	<b>Total</b>	<b>\$</b>	<b>26,045.85</b>
	<b>(Twenty Six Thousand Forty Five Dollars Eighty Five Cents)</b>		

#### **Commissioning (Cx):**

1.	Cx Services Amarillo	\$	8,666.05
2.	Cx Services Childress	\$	3,662.00
	<b>Total</b>	<b>\$</b>	<b>12,328.05</b>
	<b>(Twelve Thousand Three Hundred Twenty Eight Dollars Five Cents)</b>		

#### **Reimbursable Expenses**

1.	Not to Exceed Amarillo	\$	4,000.00
2.	Not to Exceed Childress	\$	2,350.00
	<b>Total</b>	<b>\$</b>	<b>6,350.00</b>
	<b>(Six Thousand Three Hundred Fifty Dollars)</b>		

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Exhibit A-1

Assignment No. 1



## TAB Proposal

### PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion.

Respectfully submitted,  
**CAMPOS ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read "Matt Stevens".

Matt Stevens  
NEBB Certified Technician - TAB  
Preconstruction & Estimating

A handwritten signature in black ink, appearing to read "Wesley McVey".

Wesley McVey, P.E.  
CBCP, NEBB Certified Professional - TAB  
Principal

*Attachment A – TAB Man Hour Breakout*  
*Attachment B – Cx Man Hour Breakout*









**PROFESSIONAL FEE SCHEDULE**  
**Effective January 1, 2018**

**A. LABOR RATES**

<u>DISCIPLINE</u>	<u>HOURLY RATES</u>
Project Manager .....	\$195.00
Senior Mechanical/Electrical/Plumbing Engineer .....	\$195.00
Mechanical/Electrical/Plumbing Engineer .....	\$165.00
Construction Administrator.....	\$140.00
Senior Mechanical/Electrical/Plumbing Designer .....	\$155.00
Mechanical/Electrical/Plumbing Designer .....	\$120.00
CADD Technician .....	\$100.00
Commissioning Director.....	\$190.00
Commissioning Manager .....	\$175.00
Commissioning Engineer .....	\$135.00
Commissioning Coordinator.....	\$130.00
Commissioning Technician .....	\$120.00
Test & Balance NEBB Certified Professional .....	\$165.00
Field Operations Manager .....	\$135.00
Field Project Leader.....	\$110.00
Field Construction Coordinator .....	\$100.00
Field Technician.....	\$95.00
Secretary/Typist (Word Processor).....	\$95.00
Associate Principal .....	\$225.00
Principal.....	\$275.00
Senior Principal.....	\$320.00

**B. Add Services**

REIMBURSABLES, i.e.:

- |                  |                 |                        |
|------------------|-----------------|------------------------|
| 1. CADD Plotting | 4. Travel Costs | 7. Photographs         |
| 2. Printing      | 5. Lodging      | 8. Postage             |
| 3. Reproduction  | 6. Subsistence  | 9. Handling / Delivery |

REIMBURSABLES shall be billed at COST PLUS 15%.

**C. Add Services**

OUTSIDE CONSULTANTS shall be billed at cost plus 15%.



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## **EXHIBIT B-1**

### **LIST OF PSP'S PROJECT MANAGER AND SUBCONTRACTORS**

**LIST OF PSP PROJECT MANAGER  
AND  
SUBCONTRACTORS  
(Name, Address & Contact Person (Project Manager))**

<b>A. Project Manager:</b>		Randy Burnett P.E. Campos Engineering, Inc. 1331 River Bend Drive, Dallas, TX 75247 (903) 517-9599 rbarnett@camposengineering.com
<b>B. Subcontractors</b>		No Subcontractors
	1.	(Name) (Address) (Cell #) (Email)
	2.	(Name) (Address) (Cell #) (Email)
	3.	(Name) (Address) (Cell #) (Email)
	4.	(Name) (Address) (Cell #) (Email)